

EXHIBIT C

Claim No. 877 – German American Real Estate Corp.

**WR Grace**

RUST000138

Bankruptcy Form 10
Index Sheet
Claim Number: 00000877Receive Date: 04 / 25 / 2002**Multiple Claim Reference**

Claim Number _____

- ☐ MMPOC Medical Monitoring Claim Form
- ☐ PDPOC Property Damage
- ☐ NAPO Non-Asbestos Claim Form
- ☐ Amended

Claim Number _____

- ☐ MMPOC Medical Monitoring Claim Form
- ☐ PDPOC Property Damage
- ☐ NAPO Non-Asbestos Claim Form
- ☐ Amended

Attorney Information

Firm Number:

Firm Name:

Attorney Number:

Attorney Name:

Zip Code:

Cover Letter Location Number:

Attachments Medical Monitoring	Attachments Property Damage	Non-Asbestos
<input type="checkbox"/> TBD	<input type="checkbox"/> TBD	<input checked="" type="checkbox"/> Other Attachments
<input type="checkbox"/> TBD	<input type="checkbox"/> TBD	
<input type="checkbox"/> TBD	<input type="checkbox"/> TBD	
<input type="checkbox"/> TBD	<input type="checkbox"/> TBD	
<input type="checkbox"/> TBD	<input type="checkbox"/> TBD	
	<input type="checkbox"/> Other Attachments	
Other	<input type="checkbox"/> Non-Standard Form	
	<input type="checkbox"/> Amended	
	<input type="checkbox"/> Post-Deadline Postmark Date	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

BF 5.18.877

ORIGINAL
RECEIVED APR 25 2002

JUN-14-00 WED 11:37

JOHN L. HATHAWAY, PLLC

FAX NO. 0249292

11/03/14

GUARANTY OF LEASE

WHEREAS, at the request of the undersigned, a lease (herein together with all amendments referred to as the "Lease") dated the day of , 1979 covering premises located in the County of Marion , State of Indiana , was entered into between GAREC LIMITED PARTNERSHIP I, as Landlord, and EL TORITO-LA FIESTA RESTAURENTS, INC. (a subsidiary of the undersigned), as Tenant; and

WHEREAS, as part of the consideration for the said leasing by the Landlord to the Tenant, the undersigned agreed to guarantee the performance by Tenant of its obligations under the Lease; and

WHEREAS, the undersigned is desirous of facilitating the construction and permanent financing of the improvements constituting part of the premises under the Lease to be occupied by El Torito-La Fiesta Restaurants, Inc.,

NOW, THEREFORE, for the consideration above stated and for other good and valuable considerations and in fulfillment of its agreement as aforesaid, the undersigned hereby unconditionally and irrevocably guarantees to the Landlord and to any successors or assigns of the Landlord and to any assignee of Landlord's interest in the Lease as collateral security for indebtedness or Landlord to such assignee, the full, prompt and complete payment, performance and compliance by the Tenant, its successors and assigns, of all the terms, covenants, agreements and conditions in said Lease contained on the part of the Tenant to be kept, observed and performed; and the undersigned hereby waives any and all rights to notice of defaults and demands of every kind or character, and agrees that no delay in enforcing, and no extensions for the performance of any of the terms, covenants, agreements and conditions contained in said Lease shall in any manner affect, impair or diminish the liability of obligations of the undersigned hereunder; no modifications, amendments or supplements to said Lease nor the termination of the demised term by reason of a default on the part of the Tenant, nor the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting, the Tenant or any of its assets, or the disaffirmance of the Lease in any such proceeding, shall in any way affect the obligations of the undersigned; and the undersigned also agrees to pay all of the expenses of Landlord (or of Landlord's assignee, in the event enforcement hereof is pursued by such assignee as hereinafter provided), including reasonable attorneys' fees, incurred in enforcing this Guaranty, provided Landlord is the prevailing party. Neither the Landlord's consent to assignments, nor the assignment or successive assignments of said Lease by the Tenant and its assigns, made with or without notice to the undersigned, nor a changed or different use of the demised premises, nor any alteration, destruction or demolition of or damage to the improvements thereon, shall in any manner release the undersigned from any liability thereunder, it being the intention hereof that the undersigned shall remain liable as principal for the performance of all the terms, covenants, agreements and conditions of said Lease, to

JUN-14-00 WED 11:38

JOHN L. HATHAWAY, PLLC

FMA NO. 0243202

the same extent as such obligations are imposed, on the Tenant by the terms of said Lease or by operation of law, notwithstanding any act or thing which may act or operate in whole or in part as a legal or equitable discharge of a guarantor or surety.

This guaranty is a guaranty of payment, performance and compliance and not of collectibility, is in no way conditional or contingent upon any attempt to collect from, or enforce performance or compliance by, or the seeking of any relief against the Tenant or against any security, or upon any other event, contingency or circumstance whatsoever, and shall be binding upon and against the undersigned without regard to the validity or enforceability of the Lease.

This guaranty shall be binding upon the undersigned and its successors and assigns.

The undersigned is advised that the Landlord will assign its rights under the Lease to an institutional investor as security for a loan to be made by such institutional investor to the Landlord, and as long as any indebtedness of the Landlord shall be outstanding and such assignment of the Lease shall exist; such assignee shall be entitled to bring any suit, action or proceeding against the undersigned for the enforcement of any proceeding against the undersigned for the enforcement of any provision of this guaranty and it shall not be necessary in any such suit, action or proceeding to make the Landlord a party thereto.

This guaranty may not be modified or amended except in writing signed by the undersigned, the Landlord and such assignee of Landlord's interest in the Lease and any other attempted modification or amendment shall be void.

The undersigned hereby waives any right to require that any action be brought against any person or entity or to require that resort be made to any security, and further waives, to the fullest extent permitted by law, any and all notices and defenses to which it may be entitled as a guarantor or a surety, including but not by way of limitation, notice of acceptance of this guaranty.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed and delivered in its name and behalf and under its corporate seal as of the 14th day of December, 1979.

W. R. GRACE & CO.

ATTEST:

BY

George N. McNair
Assistant Secretary

By

R. L. Bowditch
Senior Vice President & Treasurer

JUN-14-00 WED 11:33

REAFFIRMATION OF GUARANTY OF LEASE

WHEREAS, at the request of the undersigned, a lease (herein together with all amendments referred to as the "Lease"), dated the 17th day of January, 1980, covering premises located in the County of Marion, State of Indiana, was entered into between GAREC LIMITED PARTNERSHIP I, as Landlord, and EL TORITO-LA FIESTA RESTAURANTS, INC. (a subsidiary of the undersigned), as Tenant;

WHEREAS, the undersigned executed and delivered to GAREC Limited Partnership I, as Landlord, a guaranty of lease, dated February 4, 1980 (the "Guaranty"), guaranteeing the performance by Tenant of its obligations under the Lease, as set forth therein;

WHEREAS, Landlord and Tenant are desirous of modifying certain of the terms and provisions of the Lease, as more particularly described in the Modification of Lease, annexed hereto as Exhibit 1; and

WHEREAS, as part of the consideration for said parties entering into the Modification of Lease, the undersigned has agreed to reaffirm its obligations under the Guaranty.

NOW, THEREFORE, in consideration of the premises and in order to induce Landlord to enter into the Modification of Lease, the undersigned hereby confirms and ratifies its unconditional and irrevocable guaranty obligations to Landlord of all of the terms, covenants, agreements and conditions contained in the Lease, as modified by the Modification of Lease, dated as of February 13, 1980, on the part of the Tenant to be kept, observed and performed, as more particularly set forth in the Guaranty.

The term "this guaranty" as used in the Guaranty shall mean and refer to the Guaranty as ratified and confirmed by the terms and provisions of this Reaffirmation of Guaranty of Lease.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed and delivered in its name and behalf and under its corporate seal as of the 27th day of February 1980.

W. R. GRACE & CO.

By: R. L. Bowditch

R. L. BOWDITCH
Senior Vice-President and Treasurer

ATTEST:

Carl Erickson

JUN-14-00 WED 11:40

JOHN L. HATHAWAY, PLLC

FAX NO. 0249282

1.15/14

In accordance with the next to the last paragraph of the
Guaranty of Lease, dated February 4, 1980, the undersigned, as Landlord,
hereby acknowledges and consents to the above Reaffirmation of Guaranty of
Lease, dated February 27, 1980.

GAREC LIMITED PARTNERSHIP I

By: Its General Partner,
GERMAN AMERICAN REAL
ESTATE CORPORATION

By: Walter E. Eitz v.r.